

**ALCOHOLIC BEVERAGE CONTROL
VOLUNTARY AGREEMENT**

Premise Address: 1313 13th Street, NW

Renewal Application Number: 2645

Retailer's License Class A

2645
RECEIVED
ALCOHOLIC BEVERAGE
CONTROL DIVISION
MAY 20 12 01 PM '98

This Voluntary Agreement (the "Agreement") is made the 5th day of May, 1998, by and between ANC 2F and the Iowa Condominium Association on behalf of the affected community (the "Protestants") and Michael Equale, t/a Logan Liquors, the Applicant for renewal of a District of Columbia Alcoholic Beverage Retailer's License Class A at premises located at 1313 13th Street, NW (the "Establishment"). The principal offices of the above parties to this Agreement are listed in the Notices section of this Agreement.

WITNESSETH

WHEREAS, the Applicant operates a liquor store known as Logan Liquors at 1313 13th Street, NW, Washington, DC; and

WHEREAS, pending before the District of Columbia Alcoholic Beverage Control Board (the "Board") is the Applicant's application number 2645 for renewal of the Retailer's License Class A held by the owner of the property; and

WHEREAS, Advisory Neighborhood Commission 2F (ANC 2F) and the Iowa Condominium Association have filed protests pursuant to section 14(b) of D.C. Code §25-115(b) (1996 Repl. Vol.); and

WHEREAS, the parties to this Agreement desire to resolve the protest in the manner hereinafter provided;

NOW, THEREFORE, in consideration of the Establishment recited above and the covenants and promises set forth below, the parties agree as follows:

1. **HOURS OF OPERATION.** The Applicant shall limit the hours of operation of the Establishment to no more than 10:00 a.m. to 9:00 p.m., Monday through Friday, and 9:30 p.m. on Saturday.

2. **PUBLIC TELEPHONES.** No exterior public pay telephones shall be installed on the property.

3. **EXTERNAL APPEARANCE OF PREMISES.** The Applicant shall not block the visibility of the store interior through the plate glass windows from the sidewalk. The Applicant shall conform to §1100.1 of Title 23 of the District of Columbia Municipal Regulations by removing advertisements in the windows in excess of the permitted twenty-five percent (25%) of the window space. In accordance with §1100.2 of Title 23 DCMR, no advertisement of any kind

relating to alcoholic beverages shall be displayed on the exterior of any window and exterior or interior of any door.

4. **MAINTENANCE OF PUBLIC SPACE.** The Applicant shall keep the sidewalk and alley in front and on the side of the Establishment clean at all times, and the curbs free of trash. The Applicant shall post a No Parking or Standing sign on the alley side of the building. The Applicant shall place an unobstructed sign in the front window directing customers to park in the rear of the building.

5. **LOITERING.** The Applicant shall direct his employees to aggressively discourage loitering in the vicinity of the property, including the alley and adjacent grounds of the Iowa Condominium, and to contact police when loiterers refuse to leave.

6. **ILLEGAL ACTIVITIES AND PUBLIC NUISANCES.** The Applicant recognizes the problems of panhandling, public drunkenness and drug dealing in the immediate vicinity of his store, and will instruct his employees not to sell single bottles of beer, or pint bottles of liquor to individuals who loiter in the vicinity of the gas station and car wash, and to attempt to discourage drug sales in or in front of the Establishment and contact the police when known or suspected drug transactions occur. The Applicant shall make no sales of single cigarettes or cigars, Philly Blunt cigars, cigarette rolling papers, glassine bags or other drug paraphernalia. The Applicant shall refrain from selling or giving away single plastic or paper cups.

7. **UPGRADING OF MERCHANDISE.** The Applicant agrees to serve the needs of neighboring residents by selling quality wines in corked bottles, and milk, juice, fresh bakery bread and bagels for consumption off the premises.

8. **CONDITIONS OF LIQUOR LICENSE.** The Applicant will adhere to the conditions of the license for the Establishment herein contained, and it is understood that the provisions of this Voluntary Agreement shall become a part of the conditions of the license. Failure of the Applicant to correct any violations of the conditions of the license within thirty (30) days shall be just cause by the Board to suspend or revoke the license.

9. **WITHDRAWAL OF PROTEST.** The Protestants hereby withdraw their protests of the Application and agree to provide whatever further evidence of said withdrawal that may be required by the Board.

10. **BINDING EFFECT.** This Voluntary Agreement shall be binding upon and enforceable against the successors and assigns of the Applicant during the term of the License to which the Voluntary Agreement applies.

11. **NOTICES.** Any notices required to be made under this Agreement shall be in writing and mailed by Certified Mail, or return receipt requested, postage prepaid, to the other Parties to this Agreement. Notice is deemed to be received upon mailing. Notice is to be given

as follows:

- A. If to the Applicant, to:
Michael Equale
1712 14th Street, NW
Washington, DC 20009
- B. If to the Protestants, one copy to each of the following:
Helen M. Kramer
Chair, ANC 2F
1325 13th Street, NW #25
Washington, DC 20005-4453

Jessica Monat
President, Iowa Condominium Association
1325 13th Street, NW #3
Washington, DC 20005

IN WITNESS WHEREOF, the parties have executed this Voluntary Agreement as of the day and year first above written.

Michael Equale, t/a Logan Liquors

by: 

Michael Equale, Owner

Advisory Neighborhood Commission 2F (ANC 2F)

by: 

Helen M. Kramer, Chair

The Iowa Condominium Association

by: 

Jessica Monat, President

WITNESS: 

RECEIVED
ALCOHOLIC BEVERAGE
CONTROL DIVISION
MAY 20 12 01 PM '98

AGREEMENT

Made this 3 day of November, 1993, by and between

BARGAIN HOUSE LIQUORS
1313 13th Street, NW ("Bargain House")

AND

LOGAN CIRCLE ANC (ANC 2F)
("Protestant")

WHEREAS, pending before the District of Columbia Alcoholic Beverage Control (ABC) Board is Bargain House's application for a Retailer's Class A License (Case No. 2645-93061P); and,

WHEREAS, the premises 1313 13th Street, NW are within the jurisdictional boundaries of the Logan Circle Advisory Neighborhood Commission; and,

WHEREAS, the parties desire to enter into an agreement commemorating certain understandings regarding Bargain House's operating plans; and,

WHEREAS, Bargain House recognizes the concerns expressed by the protestant that the liquor store as previously operated experienced problems with people who were allowed to congregate on the premises at all hours day and night, drinking from cups (purchased or free) that have been dispensed with the sale of alcohol on said premises; and,

NOW, THEREFORE, in consideration of the premises above recited, and the mutual covenants and promises set forth below, the parties agree as follows:

Bargain House will take the following actions no later than November 15, 1993:

1. Bargain House will properly manage their parking spaces in the rear of the establishment during the day and will secure them from vehicular use and loitering, in the manner agreed upon by Mr. Car Wash, when the establishment is closed.
2. Bargain House will agree to call the Police Department when loitering occurs on the premises.
3. Bargain House will agree to no longer sell (or give away) cups individually or packaged to those who purchase alcohol.


Bargain House Agreement
Page 2

4. Bargain House agrees to put the name and numerics of the address on the front of the establishment.


5. Protestant agrees to promptly notify Bargain House of any perceived violations of this agreement and will give Bargain House a minimum of seven (7) calendar days to correct the perceived violation before notifying the ABC Board.

6. In consideration of, and reliance upon, the commitments reflected in paragraphs 1 through 4 above, the protestant will withdraw the protest to the ABC Board to Bargain House's pending license application.

7. The parties further agree that any failure of Bargain House to adhere to the foregoing commitments will constitute grounds for the ANC to petition the ABC Board for issuance of an order to show cause pursuant to 23 DCMR 1513.5 to obtain Bargain House's compliance with the terms of this agreement.


Chong Son & Chun Mae Kim
Bargain House Liquors

Date: 11/8/93


Jim Brandon
Chairman - ANC 2F

Date: 11/3/93

The official records of the Board reflect that the parties have now reached an Agreement which has been reduced to writing, and has been properly executed and filed

Michael Equale
t/a Logan Liquors
Page two

with the Board. Pursuant to the Agreement dated May 5, 1998, the protestants have agreed to withdraw the opposition, provided however, the Board's approval of the pending application is conditioned.

Accordingly, it is this 6th day of June 1998, **ORDERED** that:

1. The protests of Helen M. Kramer, Chair, on behalf of the Advisory Neighborhood Commission 2F, Jessica Monat, President, on behalf of the Iowa Condominium Association, Luis Ruben Qiones, David DeLoof and Mary Welker be, and the same hereby, are **WITHDRAWN**;

2. The above-referenced Agreement between the parties, be, and the same hereby, is **INCORPORATED** as part of this Order;

3. The application of Michael Equale t/a Logan Liquors for a retailer's license class A - renewal at premises 1313 - 13th Street, N.W., Washington, D.C., be, and the same hereby, is **GRANTED**; and,

4. Copies of this Order shall be sent to the Protestants, the Attorney for the Applicant, and the Applicant.

DISTRICT OF COLUMBIA
ALCOHOLIC BEVERAGE CONTROL
BOARD

Barbara L. Smith, Esquire, Chair

D. Bass

Dennis Bass, Member

Allen Beach

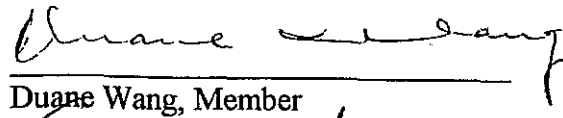
Allen Beach, Member

Mary Eva Candon, Esquire, Member

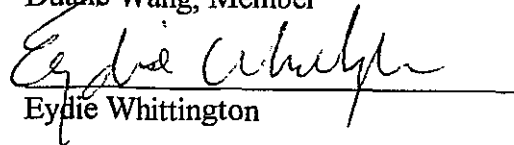
Laverne King

Laverne King, Member

Michael Equale
t/a Logan Liquors
Page three



Duane Wang, Member



Eydie Whittington